



Computer Forensics Service Agreement

Date: _____

Job Information *(for Flashback Data use only)*

Job # : _____ Code Name: _____
VAR # (if applicable): _____ Case Name: _____

Customer Information

Name: _____ Company: _____
Address: _____ Suite/Apt# : _____
City: _____ State: _____ Zip Code: _____
Phone: _____
Fax: _____
E-mail Address: _____

Case Information

Will the recovered data evidence be used in a legal proceeding? Yes No

Will expert witness testimony be required? Yes No

Will manifest logging (chain of custody) be required? Yes No

On-site Options:

Will a Flashback Data investigator be required to travel outside of Austin? Yes No

What arrangements will be made to accommodate an onsite data acquisition by Flashback Data?

Please list the locations that Flashback Data will be required to travel:

Media Information:

Please list the media that will be under investigation:

	Media Type	Manufacturer	Model Number	Serial Number
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				



Computer Forensics Service Agreement

Service Levels *Please Choose One of the following Service Levels (Fees are per media)*

SERVICE LEVEL	HOURS	MINIMUM RETAINER
Standard	8-5pm, Monday through Friday	\$1,500.00
After Hours/Weekend	Same as above + Nights & Weekends	\$2,500.00
Holiday	Includes work over Holidays	\$3,000.00

Flashback Data will calculate final total costs for an off-site data acquisition and recommended fees for computer forensics evaluation based on the information provided herein and after discussion with client. See Attachment A for applicable hourly rates. Approval and payment of retainer amounts are due prior to start of work. All fees are non-refundable. Unused retainer will be returned to the client.

RETAINER AMOUNT: _____

Select Payment Method

Company Check #: _____

VISA

MasterCard

American Express

Discover

Credit Card Information:

Card Number: _____ Exp. Date (MM/YY): ____ / ____

Name: (as it appears on card) _____

Billing Address: ** _____

City: _____ State: _____ Zip: _____

Signature: _____

(Signature authorizes evaluation fee charges if credit card is selected for of payment)

***Billing Address is necessary to process card.*



Computer Forensics Service Agreement

Terms and Conditions

The services provided by Flashback Data, LLC. ("Flashback Data") for the customer will be conducted under the following terms and conditions.

1. This agreement is for acquisition of data and/or subsequent evaluation/recovery of electronic evidence at the listed locations by Flashback Data. Flashback Data will use its best efforts and expertise to acquire data, recover evidence, and provide other requested associated data/evidence recovery services for the client.
2. Customer represents that he/she is in lawful possession of, or has lawful right to access all data, media, and/or equipment made available to Flashback Data, and has lawful purpose to request Flashback Data services.
3. A minimum, nonrefundable retainer fee will be due before start of work for the service level indicated. Flashback Data will charge the associated rate for all time spent on behalf of the client, requested services including, evidence recovery, data recovery, media or data transfer, time spent preparing for and participating in depositions, travel, expert witness services, or other litigation matters within its expertise. Customer agrees that the specified hourly rate will be applied towards the retaining fee. If work is to continue past the minimum retainer, a prepaid block (with block amounts determined by client) format will be paid by the client prior to continuation of work with the designated rate applied towards the block amount. The client can choose at any time to stop work by Flashback Data. See attachment A for applicable hourly rates.
4. If retainer is exhausted before completion of acquisition/evaluation of data, Flashback Data will stop work and convey status of work with client to determine if additional retainer should be allocated in order to continue work. Flashback Data will continue work in this fashion until work is complete or retainer is exhausted. If client chooses not to continue work at any time, Flashback Data will turn over to client all evidence collected to that point. Flashback Data will not incur expenses beyond the evaluation fee without written consent by the Customer.
5. Flashback Data will produce a report showing all collected evidence. Additional information such as location reference information, timeline of file manipulation activities, customer parameters, and other associated information may also be included in report.
6. Recovery of data is not guaranteed or warranted in any way by Flashback Data. Each item of media/data/equipment which will be returned to Customer shall be on an "as is" basis without any warranties, express or implied, and specifically excluding any implied warranty of merchantability and fitness for a particular purpose, or for loss or damage thereto in transit or while in Flashback Data's possession. Flashback Data shall not be liable to Customer for any act or omission of Flashback Data which is the cause of loss or injury to Customer or any third party. Notwithstanding any other provision of this Agreement to the contrary, the Flashback Data's total liability to Customer arising out of this Agreement and/or the termination hereof for any losses, claims, costs or damages arising out of any cause whatsoever, whether at law, in equity or otherwise, shall in no event exceed the total amount actually paid by the Customer to Flashback Data in respect of Services performed hereunder. IN NO EVENT SHALL FLASHBACK DATA BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES OR GOODWILL, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT FLASHBACK DATA HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.
7. Neither this Agreement, nor any Supplemental Services ("SOW") or other Exhibit hereto, may be added to, modified, superseded or otherwise altered except by a written instrument signed by Flashback Data and Customer.
8. Customer understands that Flashback Data may print Customer's Company Name in Flashback Data's marketing materials or website as a previous client while not disclosing any details related to work done in this agreement.
9. Data/equipment/media unclaimed or otherwise abandoned at Flashback Data's location in excess of 30 days will be disposed of at Flashback Data's discretion. Flashback Data will not be responsible for data/equipment/media left in its possession beyond 30 days.
10. In the unlikely event that a dispute arises between Customer and Flashback Data, RELATED IN ANY WAY TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION.
11. Flashback Data will keep all information that complies with Paragraph 2 above confidential.

Customer has read and agrees to the aforementioned terms and conditions.

Please, sign and date:

Client Name: _____

Signature: _____

Title: _____

Date: _____



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Attachment A – Flashback Data Hourly Rates

In-Lab Services

The following rates apply to data acquisition, forensic electronic evidence recovery, trial preparation, miscellaneous litigation support, reporting, and other standard In-Lab Services

Regular Hours (M-F 8am-5pm)	\$150
After Hours/Weekend	\$250
Holiday	\$350

Offsite Services

Travel	\$75
Deposition/Testimony	\$250

The following rates apply to data acquisition, forensic electronic evidence recovery, trial preparation, miscellaneous litigation support, reporting, and other standard Offsite Services

Regular Working Hours (M-F 8am-5pm)	\$250
After Hours/Weekend	\$350
Holiday	\$450